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Defendants Don Anthonys, LLC d/b/a Planet Monterey a/k/a
Ultra Lounge and Restaurant a/k/a Planet Gemini and Anthony
Lane, individually, In Pro Per

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BROADCAST MUSIC, INC.; WARNER-
TAMERLANE PUBLISHING CORP.;
ELEKSYLUM MUSIC, INC.; NO
SURRENDER MUSIC, a division of
PRAXIS INTERNATIONAL
COMMUNICATIONS, INC.; SONY/ATV
SONGS LLC d/b/a SONY/ATV ACUFF
ROSE MUSIC; COBURN MUSIC, INC.;
EMI VIRGIN SONGS, INC. d/b/a EMI
LONGITUDE MUSIC; SONGS OF
UNIVERSAL, INC.; GEORGIAN HILLS
MUSIC; LION AIRE PUBLISHING;
YOUNG MONEY PUBLISHING, INC.,

Plaintiffs,

v.

DON ANTHONYS, LLC d/b/a PLANET
MONTEREY a/k/a ULTRA LOUNGE and
RESTAURANT a/k/a PLANET GEMINI
and ANTHONY LANE, individually,

Defendants.

Case No. CV 10-2173 PSG

Action filed May 20, 2010

XXXXXXXXXXXXX) **ORDER ON
NOTICE OF SETTLEMENT
AND REQUEST THAT THE
COURT RETAIN
JURISDICTION PENDING
SATISFACTION OF THE
SETTLEMENT TERMS**

1 The Parties finalized a conditional settlement of the claims in this matter on
2 July 14, 2011. Under the terms of the Settlement And Release Agreement,
3 Defendants shall make payments to Plaintiff BMI over a period of twenty-four (24)
4 months, ending June 8, 2013. Upon full and timely satisfaction of the terms of the
5 Settlement And Release Agreement, the Parties shall file a stipulation of dismissal
6 with prejudice of the litigation.

7 In the event Defendants default on the scheduled payments, the Parties have
8 agreed to and executed a Stipulation For Judgment and a [Proposed] Consent
9 Judgment Pursuant To Stipulation. The aforesaid Stipulation and [Proposed]
10 Consent Judgment Pursuant To Stipulation shall only be filed with this Court in the
11 event Defendants default on their settlement payment obligations.

12 The Parties have stipulated, agreed and requested that this action shall be
13 removed from the Court's active caseload pending full and timely satisfaction of
14 the terms of the Settlement And Release Agreement. The Parties have further
15 requested that the Court retain full jurisdiction over this action, including
16 enforcement of the Stipulation For Judgment and [Proposed] Consent Judgment
17 Pursuant To Stipulation, if required.

18 Upon consideration of the stipulation by and between the Parties, and good
19 cause appearing therefor,

20 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

- 21 1. The stipulation by and between the Parties to the Notice of Settlement
22 And Request That The Court Retain Jurisdiction Pending Satisfaction Of
23 The Settlement Terms is hereby approved in its entirety;
- 24 2. The Court shall remove this case from the Court's active caseload and
25 the case shall be closed pending full and timely satisfaction of the terms
26 of the Settlement And Release Agreement; and

1 3. The Court shall retain full jurisdiction over this action, including
2 enforcement of the Stipulation For Judgment And [Proposed] Consent
3 Judgment Pursuant To Stipulation, if required.
4

5 DATED: July 25, 2011


The Honorable Paul S. Grewal